

AGREEMENT

between

PROFESSIONAL AIRWAY SYSTEMS  
SPECIALISTS

and

AVIATION STANDARDS NATIONAL  
FIELD OFFICE

FEDERAL AVIATION ADMINISTRATION

MIKE MONRONEY AERONAUTICAL CENTER

OKLAHOMA CITY, OKLAHOMA

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## ARTICLE 1

### PARTIES TO THE AGREEMENT

SECTION 1. This Agreement is made under the authority of Title VII Public Law 95-454 and is entered into by and between the Professional Airway System Specialists(PASS), hereinafter referred to as the Union, and the Aviation Standards National Field Office (AVN), Federal Aviation Administration, Department of Transportation, hereinafter referred to as the Employer. Collectively, the Employer and the Union shall be known as the Parties.

SECTION 2. Other AVN units in which the Union is duly certified as the collective bargaining representative shall be added to and covered by this Agreement, provided that the criteria of Section 3 are met.

SECTION 3. The primary factors in considering additional units for coverage under this Agreement should be whether they share a common community of interest with the existing unit and whether the terms of this Agreement are compatible with the operating requirements of the proposed addition.

## ARTICLE 2

### RECOGNITION

SECTION 1. The Employer hereby recognizes the Union as the exclusive representative in the unit consisting of all non-supervisory permanent employees assigned to the Atlantic City Flight Inspection Field Office (FIFO), Atlantic City, NJ.; the Atlanta FIFO (excluding the Line Maintenance Section), Atlanta, Georgia; the Sacramento FIFO, Sacramento, California; the Frankfurt FIFO, Frankfurt, Germany; and Headquarters offices of the Flight Programs Division and the Regulatory Support Division of the Aviation Standards National Field Office (AVN).

SECTION 2. Excluded from the unit described in Section I are all professional employees, management officials, confidential employees and employees of AVN assigned to the Battle Creek Flight Inspection Field Office (FIFO), Battle Creek, Michigan; the Oklahoma City Flight Inspection Field Office (FIFO), Oklahoma City, Oklahoma; Anchorage Flight Inspection Field Office (FIFO), Anchorage, Alaska; Tokyo Flight Inspection Field Office (FIFO), Tokyo, Japan; Honolulu Flight Inspection Field Office (FIFO), Honolulu, Hawaii; the Atlanta Line Maintenance Section, Atlanta, Georgia; the employees in the Aircraft Maintenance and Engineering Division (AVN-300); and employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors and guards as defined in Public Law 95-454.

## ARTICLE 3

### EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 1. Each employee shall have the right to form, join, or assist the labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under provisions of Public Law 95-454, such right includes the right:

- a. To act for the labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and;
- b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Public Law 95-454.

SECTION 2. The initiation of a grievance in good faith by an employee will not reflect adversely on the employee's loyalty or reputation.

SECTION 3. An employee shall be given the opportunity to be represented by the Union during any examination by a representative of the agency in connection with an investigation if:

- a. The employee reasonably believes that the examination may result in disciplinary actions against the employee; and
- b. The employee requests representation.

SECTION 4. An employee's off-the-job conduct shall not result in disciplinary action unless such conduct hampers his/her effectiveness as an employee or affects the public's confidence in the FAA.

SECTION 5. An employee must be informed in advance of any meeting with the Employer if the meeting is for the purpose of discussing disciplinary action. The employee shall be allowed union representation if the employee requests; however, a meeting shall not be unreasonably delayed because of the unavailability of a Union representative.

SECTION 6. Employees shall be held responsible for the security of Government property; however, that responsibility is limited to the individual's own acts or failure to act.

SECTION 7. Any employee requiring representation, who wishes to contact a Union representative shall be authorized to do so when operational requirements permit. Contact may be in person or by official unmonitored government telephone where available.

SECTION 8. The Union shall be given the opportunity to be represented at any formal discussion between the Employer and employees. During meetings or formal discussions between the

parties, the Union shall be authorized representatives equal in number to the Employer's representatives. Such meetings or formal discussions shall not be unreasonably delayed because of the unavailability of Union representatives.

SECTION 9. Employees may be notified of the opportunity to participate in various charitable drives and savings bond campaigns; however, no distinctions shall be made or recorded between participants and nonparticipants.



## ARTICLE 4

### MANAGEMENT RIGHTS

SECTION 1. Nothing in this Agreement shall affect the authority of any management official of the FAA:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

b. In accordance with applicable laws--

(1) To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments from --

(a) Among properly ranked and certified candidates for promotion; or

(b) Any other appropriate source; and

(4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

SECTION 2. Nothing in this Agreement shall be interpreted or construed in any way to conclude that the FAA has agreed to negotiate on its retained management rights to determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work. The FAA retains all rights set forth in 5 U.S.C. 7106.

## ARTICLE 5

### GRIEVANCE PROCEDURE

SECTION 1. The purpose of this Article is to provide the procedure for the timely consideration of grievances. It shall be the exclusive procedure available to the Parties and the employees in the recognized unit for matters, which fall within its coverage. Any employee, group of employees, or the Parties may file grievances under this procedure. Grievances shall receive fair consideration without prejudice or discrimination and shall be handled with expeditious processing. The Parties agree to cooperate to resolve grievances informally at the lowest possible Union and management levels.

SECTION 2. A grievance shall be defined as any complaint:

- a. By an employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any unit employee; or
- c. By a unit employee or either party concerning:

(1) The effect or interpretation, or claim of breach of this collective bargaining agreement;  
or

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment as provided in Public Law 95-454.

SECTION 3. This procedure shall not apply to any grievance concerning:

- a. Any claimed violation of Subchapter III of Chapter 73, Title 5, U.S.C. (relating to political activities);
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under Section 7532, Title 5, U.S.C. (relating to national security matters);
- d. Any examination, certification, or appointment, Title 5, U.S. C. 7121(c)(4);
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. Discharge of a probationary employee.

SECTION 4. In matters relating to 5 U.S.C. 2302(b)(1) dealing with certain discriminatory practices, an aggrieved employee shall have the option of utilizing this grievance procedure or any other procedure available in law or regulation, but not both.

SECTION 5. In matters covered by 5 U.S.C. 4303 (removal or reduction in grade for unacceptable performance) or 5 U.S.C. 7512 (removal, suspension for more than fourteen [14] days, a reduction in grade, a reduction in pay, and furlough of thirty [30] days or less) an aggrieved employee shall have the option of utilizing this procedure or the appellate procedures in 5 U.S.C. 7701, but not both.

SECTION 6. In matters relating to overtime entitlement under the Fair Labor Standards Act, as amended, the compliance and complaint system shall be administered in accordance with Office of Personnel Management regulations.

SECTION 7. Employees are entitled to be assisted by their Union representative in the presentation and processing of grievances. Any employee or group of employees covered by this agreement may present a grievance on their own behalf. However, the Employer shall advise the Union and the Union shall have the right to have its representative present during the grievance proceedings. This right of individual or group presentation does not extend beyond Step 2 of this procedure and does not include the right of taking the matter to arbitration unless the Union agrees to do so.

SECTION 8. The employee and his/her representative shall be given a reasonable amount of official time to prepare the grievance if they are otherwise in a duty status and the representative is employed at that location.

#### SECTION 9.

Step 1. An aggrieved employee and/or his/her Union representative may file a written grievance with his/her immediate supervisor within twenty (20) calendar days of the date of the event giving rise to the grievance or within twenty (20) calendar days of the time the employee may have been reasonably expected to have learned of the event. The grievance shall be submitted on a grievance form supplied by the Employer and shall contain the name of the grievant, the article(s) of the agreement, if any, alleged to have been violated, a description of the facts surrounding the grievance, the corrective action desired, and the Union representative's name. The supervisor shall answer the grievance in writing within fifteen (15) calendar days. A copy of the answer shall be provided to the appropriate Union representative.

Step 2. If the employee or the Union is not satisfied with the answer, a formal grievance may be submitted to the flight inspection field office manager in the case of FIFO personnel or the appropriate branch manager in the case of nonFIFO personnel as appropriate within fifteen (15) calendar days from the receipt of the answer. A copy of the grievance shall also be submitted to the division manager. A decision shall be delivered to the employee with a copy by "Certified Mail" to the appropriate Union representative within fifteen (15) calendar days after receipt of the grievance.

Step 3. If the Union is not satisfied with the decision, it may within thirty (30) calendar days of the date of the decision, or the day the answer was due, advise the Manager, Labor Relations Branch, by certified mail, at the Aeronautical Center, that it desires the matter to be submitted to arbitration.

SECTION 10. The Parties will create a panel of three mutually acceptable arbitrators in appropriate FIFO and Division Headquarters. Either Party may unilaterally remove an arbitrator the panel and another arbitrator shall be mutually selected to fill the vacancy. Within thirty (30) days after receipt of the request for arbitration, an arbitrator shall be selected from the appropriate panel by alternately striking names until one remains.

#### SECTION 11. Grievances filed by Union or Employer.

Step 1. In the case of any grievance involving the interpretation or application of this agreement which Union may have against the Employer, or which the Employer may have against the Union, the moving Party shall submit the grievance in writing within fifteen (15) calendar days of the event giving rise to the grievance or within fifteen (15) calendar days of the time the moving Party may have been reasonably expected to have learned of the event and shall provide the following information:

- a. The facts upon which the grievance is based;
- b. The Article and Section, if any, of the agreement alleged to have been violated;
- c. The corrective action sought.

Step 2. The responding Party shall answer the grievance in writing within fifteen (15) calendar days following the date the grievance was received. If the moving Party is not satisfied with the answer and desires the matter to be submitted to arbitration, it shall so advise the Manager, Labor Relations Branch in the event of a Union filed grievance or the National Office of the Union, in the event of a management filed grievance, by certified mail within twenty (20) calendar days following receipt of the respondent's answer or the date the answer was due.

SECTION 12. The grievance shall be heard by the arbitrator as promptly as practicable on a date and at a site mutually agreeable to the Parties. The grievant and/or the Union representative, if an employee of the FAA, shall be given a reasonable amount of official time to present the grievance if otherwise in an active duty status. The number of witnesses shall be limited to those determined necessary by the arbitrator and who can be spared from their duties without interference to the mission of the facility. The Employer will make every reasonable effort to release employees called as witnesses. FAA employees who are called as witnesses shall be in a duty status if otherwise in a duty status. Each Party shall bear the expense of its own witnesses. The arbitrator shall submit his/her report to the FAA, the aggrieved employee, and/or the Union representative, as soon as possible, but in no event later than thirty (30) days following the close of the record before him/her unless the Parties waive this requirement. The decision of the arbitrator is final and binding.

SECTION 13. The arbitrator's fees and expenses of arbitration incurred under this Article shall be borne equally by the Parties. If a verbatim transcript of the hearing is made and either Party desires a copy of the transcript, that Party will bear the expense of the copy or copies they obtain. The Parties will share equally the cost of the transcript, if any, supplied the arbitrator.

SECTION 14. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The arbitrator shall not add to, detract from, or in any way alter the provisions of this agreement. In matters covered under 5 U.S.C. 4303 and 7512, which have been raised under the negotiated grievance procedures of this article, an arbitrator shall be governed by 5 U.S.C. 7701(c)(1). In disciplinary cases, the arbitrator may vary the penalty to conform to his/her decision provided it is consistent with the law.

SECTION 15. Failure of grievant to proceed with a grievance within any time limits specified in this Article shall render the grievance void or settled on the basis of the last decision given by management, unless an extension of time limits has been agreed upon. Failure of management to render a decision within any of the time limits specified in this Article shall enable the Union to progress the grievance to the next step without a decision.

SECTION 16. In the handling of grievances under this Article, and where law and OPM regulations permit, the Union shall have access to official records directly related to the grievance.

SECTION 17. The Parties retain their rights under 5 U.S.C. 7122 and 7123.

SECTION 18. In lieu of the normal arbitration procedures in this Article, the Parties may refer a particular grievance to expedited arbitration. The Parties shall meet and select an arbitrator from the panel by alternately striking names. The hearing shall be conducted as soon as possible and shall be informal in nature. There shall be no briefs, no official transcript, no formal rules of evidence, and the arbitrator shall issue a decision as soon as possible but no later than five (5) days after the official closing of the hearing unless otherwise agreed between the Parties. Determinations as to whether expedited arbitration shall be utilized shall be based on the facts and circumstances of each case; however, only those grievances where the passage of time would preclude a remedy or result in irreparable harm are subject to this expedited procedure.

SECTION 19. The Parties may, by mutual agreement, agree to stipulate the facts and the issue in a particular case directly to an arbitrator for decision without a formal hearing. Argument will be by written brief.

SECTION 20. Questions as to whether or not a grievance is on a matter subject to the grievance procedure in this agreement or is subject to arbitration shall be submitted to the arbitrator as a threshold issue for decision.

SECTION 21. Grievances concerning disciplinary or adverse actions, as defined in Article 6, Section 1, are to be submitted under Article 5, Section 9, beginning with Step 2.

## ARTICLE 6

### DISCIPLINARY/ADVERSE ACTIONS

SECTION 1. For purposes of this Article, a disciplinary action is defined as a written warning, oral or written reprimand or a suspension of fourteen (14) days or less; an adverse action is defined as a removal, a suspension of more than fourteen (14) days, a reduction in pay or grade, or a furlough of thirty (30) days or less. The removal of probationers is an exception to this Article and shall be governed by Federal Personnel Manual, Chapter 315, Subchapter 8-4. Reductions in grade or removals under 5 U.S.C. 4303 (unacceptable performance) are excluded from this Article and are governed by the provisions of Article 13 of this Agreement.

SECTION 2. Disciplinary and adverse actions shall be taken only for just cause and will be fair and equitable. Adverse action may be taken only for such cause as will promote the efficiency of the Service and must be supported by a preponderance of the evidence and warranted by just and substantial cause. Adverse actions shall be governed by 5 U.S.C., Chapter 75 and the regulations of the Office of Personnel Management.

SECTION 3. An employee against whom an adverse action is taken which falls under the jurisdiction of the Merit Systems Protection Board may appeal that action to the Board or grieve under Article 5 of this agreement, but not both.

SECTION 4. All facts pertaining to a disciplinary/adverse action shall be developed as promptly as possible. Disciplinary/adverse actions under this Article shall be promptly initiated after all the facts have been made known to the official responsible for taking disciplinary/adverse action.

SECTION 5. An employee against whom action is proposed under this Article shall have the right to review all the information relied upon to support the action, and shall be given a copy upon request.

SECTION 6. At the employee's request, the Union shall be provided with a copy of all correspondence to the employee that is related to the action.

SECTION 7. The employee and his/her representative at the facility shall be granted a reasonable amount of official time, provided they are otherwise in a duty status, of up to eight (8) hours in a case involving removals, reductions in grade or pay, or suspensions of more than fourteen (14) days; of up to four (4) hours in cases involving suspensions of fourteen (14) days or less; and up to two (2) hours in other cases for preparation and presentation of answers to proposed actions under this Article. The official time authorized in this Section may be extended for good cause shown.

## ARTICLE 7

### UNION REPRESENTATIVES

SECTION 1. Designation of Union representatives will be patterned from the Employer's direct line of supervision-management authority. The first level Union representative shall deal with the first level supervisor. The second level Union representative shall deal with the second level supervisor. In addition, the Union may designate a principle representative to deal with the Flight Inspection Field Office manager or such similar position of management authority when the Employer's organizational structure is other than the Flight Inspection Field Office (FIFO) concept. The Union regional vice-president shall deal with the division managers or their designee. Any representative may designate an alternate to act in his/her behalf in the representative's absence. Representatives or designees specified in this Article shall be the only persons authorized to represent the Union in any dealings with the Employer at the level designated. Where a Union representative is designated to represent more than one organizational level, he/she shall initially deal at the lowest appropriate to the issues involved. All designations will be in writing and kept current.

SECTION 2. The principle Union representative shall provide the appropriate manager with names of each first and second level Union representative. The Union may post the names and home phone numbers of representatives on Union bulletin boards.

SECTION 3. When a Union representative is detailed to a supervisory position, he/she shall be required to name a designee to act in his/her place as a Union representative. When other qualified employees are available, a Union representative shall not be required to perform supervisory duties. However a Union representative may volunteer, in which case he/she shall be considered along with other unit employees.

SECTION 4. Union representatives will be authorized a reasonable amount of official time to accomplish appropriate representational activities as specified under this Agreement and Public Law 95-454. The representative shall obtain approval of the supervisor of the employee requesting his/her assistance before engaging in representational activities on official time. The representative will advise his/her immediate supervisor of his/her return to the work area.

SECTION 5. Union representatives will not leave their assigned work areas and/or assigned tasks to conduct activities, as provided for in the contract, without obtaining prior approval from their immediate supervisor.

SECTION 6. Within ninety (90) days following the effective date of this Agreement, the PASS Regional Representative and a member of the National Office of PASS and the Aviation Standards National Field Office Director shall meet. However, the normal point of contact at the PASS Region shall be the AVN Division Manager and/or the Aeronautical Center Labor Management Relations Branch Manager or their designees. The Parties recognize that the National Officers of PASS shall have access to the AVN Director for discussions appropriate at that level.

SECTION 7. Subject to security, the Union's national officers who are not employees shall be permitted to visit the AVN field locations of the Employer. Arrangements for such visits shall be made in advance. Any meetings with employees must be on the non-duty time of the employees.

SECTION 8. Bargaining unit members who are elected or appointed to serve in an official capacity as a representative of the Union shall, upon request, be entitled to a leave of absence of up to the duration of their terms of office or appointment. A bargaining unit member on such leave of absence shall be entitled to all benefits provided by law.

SECTION 9. The Employer will explain that the Union has the right and the responsibility under the Civil Service Reform Act, as amended, to represent all employees in the unit.

SECTION 10. A Union representative shall be allowed up to sixty (60) minutes at orientation meetings of new employees to explain the role and responsibilities of the Union. If the Union representative is not located at the site of the orientation, no travel time, expenses, or overtime is authorized. The meeting shall be private.



## ARTICLE 8

### REDUCTION-IN-FORCE

SECTION 1. The Employer agrees to notify the Union when it is determined that reduction-in-force actions will be necessary within the unit. The Union will be notified as to the number of positions to be reduced and the vacant positions that management plans to fill.

SECTION 2. All reductions-in-force will be administered in accordance with prescribed laws and Office of Personnel Management regulations.

SECTION 3. As a minimum, in the event of a reduction-in-force:

a. The affected employees and/or their union representative shall, upon request, be provided access to the master retention registers.

b. The Union shall be provided at the end of the reduction-in-force with a list of all vacancies filled during the reduction-in-force and of all bargaining unit employees.

SECTION 4. Any bargaining unit employee who is transferred as a result of a reduction-in-force will be entitled to reimbursement in accordance with Government-wide regulations.

SECTION 5. Any bargaining unit employee separated from Government service as a result of a reduction-in-force and otherwise eligible will be paid severance pay in accordance with Government-wide regulation.

SECTION 6. The Employer agrees to make every reasonable effort to avoid or minimize a reduction-in-force by taking such action as restricting recruitment and promotions, by meeting ceiling limitations through normal attrition and by reassignment of qualified surplus employees to vacant positions that management plans to fill.

## ARTICLE 9

### TECHNOLOGICAL CHANGES AND FACILITY CLOSINGS AFFECTING THE WORK FORCE

SECTION 1. The Employer at the division manager level agrees to provide the Union's regional representative with a copy of the current updated plans for projected facility closings, staffing reductions, and position abolishments.

SECTION 2. The Employer at the division manager level agrees to notify the Union's regional representative as far in advance as possible, normally at least ninety (90) days prior to formally proposing or implementing technological changes or facility closings affecting the size, composition or duty station of the bargaining unit work force. This does not limit management's right to have internal deliberations and discussions of technological changes and facility closings prior to formally proposing such changes and closings.

SECTION 3. The Employer agrees to provide the Union's regional representative with notice of specific planned position abolishment, normally at least thirty (30) days, prior to issuing a letter of proposed reassignment or other personnel action. The Union's regional representative agrees to provide the Employer with its view on the planned abolishment within fifteen (15) days of the Employer's notice to the Union.

SECTION 4. The Employer agrees to maintain and make available to the Union's regional representative a list of all current and projected vacancies available for the placement of surplus employees within the AVN.

SECTION 5. Employees whose positions are eliminated as a result of technological changes or facility closing shall be offered the opportunity to be reassigned to available positions which management plans to fill, of equal or lower grade for which they are qualified, within the AVN. Where appropriate, employees will be considered for positions outside of their areas of specialization for which they are qualified.

SECTION 6. Where facility closings or technological changes result in excess staffing, procedures for effecting reassignments shall be as follows:

a. A notice requesting volunteers for reassignment shall be posted in a prominent place. The notice shall include a listing of unit positions the Employer intends to fill which are of equal or lower grade and for which the affected employees are qualified. The closing date for applications from volunteers shall be included in the notice. A copy of the notice shall be provided to the Union's regional representative.

b. The qualified volunteer whose qualifications most closely matches those needed for the position in question will be selected. If there are two or more equally qualified applicants for a particular position, the national field office shall select the employee with the greater SCD.

c. In the event there is not a sufficient number of volunteers to bring staffing levels down to the proper numbers and, where some positions will remain at the facility, the Employer will retain those qualified employees in the remaining positions. Where two or more employees are deemed to be equally qualified for the position(s), the employee(s) with greater SCD shall be selected. Those employees not placed in the remaining positions will be reassigned to available vacancies within the AVN for which they qualify.

SECTION 7. Employees will be reimbursed for moving expenses to the extent permissible under Government wide Federal Travel Regulations.

SECTION 8. These procedures are not applicable to and do not preclude employees from voluntarily applying for in-grade/downgrade reassignments under the agency's established Internal Placement and Merit Promotion Procedures.

SECTION 9. Employees who have been involuntarily reassigned may apply for subsequent ingrade/downgrade vacancies that occur at their former duty station, by submitting a written request through their field office manager. The Request must be received prior to a selection to fill the position.

SECTION 10. If a similar ingrade vacancy occurs within one (1) year of the employee's reassignment from the former facility to the new facility, he/she will be given priority consideration for selection in advance of filling the vacancy by other means.

SECTION 11. In cases where a dispute arises regarding an employee transfer under the procedures of Section 7 of this Article and an employee files a timely grievance regarding the transfer, the Union at the regional level may submit the grievance for consideration by the division manager. The division manager will have three (3) working days to consider the grievance and to notify the regional union representative of his/her decision regarding the grievance. If the grievance is not resolved, the Union's regional representative may within three (3) working days refer the grievance to expedited arbitration in accordance with Section 18 of Article 5. The Parties agree to refer the grievance to expedited arbitration when the Union alleges the Employer improperly selected an employee:

- a. To remain at his/her location, or
- b. For reassignment to a vacant position in a different geographic location from among a group of volunteers for that position.

SECTION 12. If the national field office determines that the changes in work force requirements are of such magnitude that all employees affected cannot be accommodated by reassignment, then reduction-in-force procedures will apply rather than the procedures described in the preceding sections of this Article.

## ARTICLE 10

### CONTRACTING OUT

SECTION 1. The Employer agrees to notify the Union prior to commencing a review of agency activities to permanently transfer to contract performance services currently performed by unit employees.

SECTION 2. In the event the agency decides to permanently contract out work currently performed by unit employees, resulting in adverse impact on unit employees, the Employer agrees to provide written notice ninety (90) days in advance to the Union of its intent to contract out those services.

SECTION 3. At the time it provides the notice specified in Section 2 of this Article, the Employer agrees to provide the Union with a cost comparison, if one has been prepared by the Employer, detailing the estimated costs of performing services through bargaining unit employees and through contract performance.

SECTION 4. The Union may submit comments regarding the Employer's proposals to permanently contract out services currently performed by unit employees where the decision to contract out adversely affects unit employees. The Employer agrees to fully consider the Union's comments and suggestions.

SECTION 5. In the event the Employer decides to permanently contract out work currently performed by unit employees, the Employer agrees to the following procedures in the interest of minimizing the adverse impact on unit employees resulting from the agency's contracting out decision:

a. Any unit employee displaced as a result of the decision to contract out shall be given priority consideration for positions the Employer intends to fill, which are at the same or lower grade within AVN for which the employee is qualified.

(1) The Employer shall post a notice in a prominent place requesting volunteers. The notice shall include a listing of unit positions the Employer intends to fill which are equal or lower grade and for which the employees are qualified. The closing date for applications from volunteers shall be included in the notice. A copy of the notice shall be provided to the Union's regional representative.

(2) If there are two or more equally qualified applicants for a particular position, the Employer shall select the employee with the greater FAA/CAA seniority.

(3) If the Employer determines that the changes in work force requirements are of such magnitude that all employees affected cannot be accommodated by reassignment, then reduction-in-force procedures will apply rather than (1) and (2) above.

b. For any unit employee displaced as a result of the contracting out, the Employer shall pay reasonable costs of training which will contribute directly to the placement of the employee within the AVN.

c. The Employer shall, to the extent practicable, schedule conversion to contract performance to minimize economic and personal hardship and to maximize opportunity for attrition and placement.

d. The Employer shall insure that any contract awarded shall include a provision that the contractor shall give bargaining unit employees, displaced as a result of the conversion to contract performance, the right of first refusal to employment openings on the contract in positions for which they are qualified.

## ARTICLE 11

### STAFFING AND HIRING CRITERIA

SECTION 1. The Parties recognize that qualification standards for employment are established by the Office of Personnel Management. Prior to recommending changes in the qualification standards for employees covered by this agreement, the Employer shall notify the Union of the proposed changes. If the Union requests, the Parties shall meet to thoroughly discuss the recommendations. The Union's views will be fully considered.

## ARTICLE 12

### POSITION DESCRIPTIONS

SECTION 1. Each employee covered by this agreement shall be provided a position description which accurately reflects the major duties of his/her position. If an employee believes that his/her position description is not accurate, he/she may request a review by the appropriate supervisor and be assisted by a Union representative. A dispute regarding the accuracy of an employee's position description may be grieved under this agreement.

SECTION 2. The Union may submit written recommendations and present supporting evidence to the appropriate division manager concerning the adequacy of any of the standardized position descriptions for bargaining unit positions. The Employer agrees to review the presentation and advise the Union of the results of the review.

SECTION 3. The Employer shall notify the Union, at the appropriate level, at least thirty (30) days in advance, when significant changes are to be made in position descriptions covering bargaining unit positions.

## ARTICLE 13

### PERFORMANCE APPRAISAL SYSTEM

SECTION 1. The Performance Appraisal System will be administered in accordance with applicable law, FAA Orders 3500.7 and this Agreement. Performance appraisals shall be made in a fair and equitable manner.

## ARTICLE 14

### ACCEPTABLE LEVEL OF COMPETENCE

SECTION 1. Acceptable levels of competence determinations shall be made in accordance with FAA order 3500.7 and this Article.

SECTION 2. The sole basis for determining employees' acceptable level of competence for within-grade increases shall be the result of his/her performance appraisal.

SECTION 3. Job elements must be consistent with the agency's performance appraisal order. The fully successful performance level must be stated in writing. A copy of the performance standards will be provided to the employee at the beginning of the rating period.

SECTION 4. The time frame for improving performance will depend on the circumstances in each case. When the employee has a within-grade step increase due, notification of less than fully successful performance will be given at least ninety (90) days prior to the WGI due date to allow the employee an opportunity to improve. If less than ninety (90) days notice is given, the rating will be extended to accommodate the ninety (90) days notice period.

## ARTICLE 15

### NATIONAL BIDDING PROCEDURES FOR PROMOTION

SECTION 1. An employee desiring consideration for promotion to a specific position at a specific location in another employment jurisdiction may make a voluntary application for promotion by submitting FAA 3330-42, Voluntary Application for Promotion Consideration; SF-171, Personal Qualification Statement, **or OF-612, Optional Application for Federal Employment, or a resume that contains the information required by the application format**, and any other forms required by the position to the Human Resource Management Division having jurisdiction over the position. The position applied for and the location must be clearly stated. These applications shall be acknowledged by the Human Resource Management Division involved and will remain on file for a period of twelve (12) months, or until considered for an appropriate vacancy. The acknowledgment shall state the date the application was received. The application may be resubmitted for additional twelve (12) month periods.

SECTION 2. Applications submitted under these procedures prior to the vacancy being announced shall be afforded treatment equal to those applications from employees within the area of consideration which are submitted under any subsequent merit promotion announcement for that position.

## ARTICLE 16

### PROMOTIONS

SECTION 1. Promotions shall be made in accordance with applicable law and FAA directives current at the time of approval of this agreement, and this agreement.

SECTION 2. Promotion Plan Announcements for vacant bargaining unit positions in the **AVN organization** shall be open for twenty-one (21) days. All applications must be received by the processing office within five (5) days after the closing date of the announcement.

SECTION 3. Applications for promotion shall be acknowledged by the receiving official, provided the applicant has filled out the return portion of the receipt form. The receipt shall be mailed to the applicant.

SECTION 4. Promotion Plan Announcements for bargaining unit positions within the area of consideration will be **made accessible to bargaining unit employees through the automated announcement system or other appropriate means where the automated system is not available. Nationwide vacancy announcements for bargaining unit positions will contain the information required by law and FAA directives.**

SECTION 5. All vacancy announcements for bargaining unit positions shall be posted immediately upon receipt at the FAA Academy in an effort to assure that they are available for at least ten (10) days prior to the closing date.

SECTION 6. Nation-wide vacancy announcements for bargaining unit positions will normally contain the following information:



- a. Announcement number;
- b. Opening date;
- c. Closing date;
- d. Title, series, and grade(s) of the position(s), with the number of positions to be filled, if known except when an open continuous announcement is utilized;
- e. Organizational location of the position(s);
- f. The area of consideration;
- g. A brief summary of the duties of the position, with notice as to where additional information may be obtained;
- h. The minimum eligibility requirements;
- I. The experience and training required, when applicable;
- j. The selective placement factors, if any;
- k. Where to submit applications;
- l. A statement of equal employment opportunity;
- m. A statement as to promotional potential, if known;
- n. Certifications required for the position,
- o. Technical specialty fields specified.

Item d. above does not preclude the filling of additional vacancies with candidates for the same vacancy announcement when it was not known at the time the announcement was published that an additional vacancy, or vacancies, for like positions at the same location would occur during the effective period of the selection list.

**SECTION 7.** If as a result of a grievance being filed under this agreement, either the Employer agrees or an arbitrator decides that an employee was improperly excluded from the best-qualified list, he/she will receive priority consideration for the next appropriate vacancy for which he/she is qualified. This is a one time consideration. An appropriate vacancy is one at the same grade level, which would normally be filled by competitive promotion procedures, or by other placement action, including outside recruitment, in the same area of consideration, and which has comparable promotion opportunities as the position for which the employee received improper consideration. Priority consideration means that the employee alone must be given bona fide consideration by the selecting official before any other candidates (except for the Repromotion Priority Placement Plan eligibles) are referred for the position to be filled. The employee is not to

be considered in competition with other candidates and is not to be compared with other candidates.

a. In the event two or more employees receive priority consideration for the same promotion action, they may be referred together. However, priority consideration for separate actions, will be referred separately and in the order received based on the date the determination of improper consideration is made.

SECTION 8. An employee on TDY or approved leave may, prior to departure, inform his/her supervisor in writing of specific position(s) he/she wishes to be considered for in his/her absence. Complete bid packages must be left with the supervisor.

## ARTICLE 17

### TEMPORARY PROMOTIONS/DETAILS

SECTION 1. When it is known that a higher-grade position will be vacant for a period of fifteen (15) days or more and a bargaining unit employee is or has been assigned to fill the position, that employee shall be given an immediate temporary promotion. Temporary promotions shall be effected in accordance with the regulations governing such promotions.

SECTION 2. If administrative restrictions on promotions are imposed by an authority above the agency level, the provisions of this Article do not apply while the restriction remains current.

SECTION 3. Nothing in this Article is intended to preclude an employee from being temporarily promoted two grades, provided that the employee meets all statutory and regulatory requirements for such temporary promotions.

SECTION 4. All temporary promotions will be by Standard Form 50, Official Personnel Action.

SECTION 5. In implementing an immediate temporary promotion, said promotion would become effective as soon as the administrative requirements can be met and the necessary paperwork effected.

SECTION 6. Management will make every effort to avoid placing a Union official on a detail that would prevent that official from performing his/her representational functions. The Employer agrees to notify the Union prior to placing any designated Union representative on detail away from the representative's normal duty station.

## ARTICLE 18

### EMPLOYEE'S PRIVATE TELEPHONE NUMBER AND CONTACT

SECTION 1. The employee's private telephone number shall not be disclosed to the public or published in a public directory.

SECTION 2. The Employer recognizes that employees should not normally be contacted at home except for such things as emergencies, callback assignments for restoration, overtime assignments, and other work schedule related matters.

## ARTICLE 19

### USE OF OFFICIAL GOVERNMENT TELEPHONES

SECTION 1. Telephones are provided for use in conducting official business, and should not be abused.

SECTION 2. If an employee is required to remain in a travel status beyond his/her scheduled itinerary, the Employer agrees to permit the employee to notify his/her home via Government telephone.

SECTION 3. If an employee is to be held over for official business, the Employer agrees to permit the employee to notify his/her home via Government telephone.

SECTION 4. During a telephone call between Employer and employee, before the conversation starts or proceeds, if one or more persons come onto the line for any reason, the other party to the call shall be advised immediately of this fact. This requirement applies to persons listening on telephone extensions or to speakerphones.

## ARTICLE 20

### SECURITY

SECTION 1. The Employer shall, to the maximum extent practicable, provide adequate security for its employees in the performance of their duties.

## ARTICLE 21

### JOB FUNCTION STUDIES

SECTION 1. The Employer agrees to thoroughly brief the Union on any review it undertakes of the job functions performed by unit employees. The Union may submit its findings and the Employer will seriously consider its views and recommendations.

## ARTICLE 22

### MOVING EXPENSES/PERMANENT CHANGE OF STATION

SECTION 1. Employees will be reimbursed for moving expenses to the maximum extent permissible under Public Law 89-516, as amended, and implementing agency directives as set forth in FAA Order 1500.14A and appendices thereto.

SECTION 2. Employees will be reimbursed for subsistence costs while occupying temporary quarters for a period of up to sixty (60) days with an extension of an additional sixty (60) days for compelling reasons. Such reimbursement applies to moves within the United States. The amount of such subsistence allowance payable for temporary quarters is prescribed in Government-wide rules and regulations and agency-wide directives.

SECTION 3. Employees shall be authorized to use two automobiles in transferring provided they meet the criteria prescribed in agency directives.

SECTION 4. The Employer shall pay the shipping costs of replacement vehicles to a post of duty outside the continental United States if:

a. It was determined that it was in the Government's Interest for the employee to have the vehicle being replaced and that it will continue to be in the Government's interest for the employee to have such a vehicle.

b. More than four (4) years have elapsed since the date when the vehicle being replaced was transported; and

c. The employee has been stationed continuously during the four- (4) year period at permanent posts of duty located outside the continental United States.

If the above conditions are not met, no authority exists to ship an employee's replacement privately owned vehicle (POV) outside the continental United States at Government expense.

SECTION 5. The Employer shall make available to an employee who is changing station, all pertinent directives in connection with moving expenses and shall assist the employee in obtaining answers to any questions the employee may have.

SECTION 6. In the event a bargaining unit employee is unsuccessful in attaining journeyman status in a position to which transferred, the Employer agrees to pay the moving expense of the employee to another bargaining unit position consistent with Section I of this Article provided:

a. The Employer desires to retain the employee;

b. A position and change of station funds are available.

## ARTICLE 23

### RETURN RIGHTS FROM OVERSEAS LOCATION AND HOME LEAVE

SECTION 1. To the extent that the Employer has a need for and maintains a return rights program, the program will be administered in accordance with applicable directives. In the event this program is subsequently changed, employees then on overseas tours are entitled, for the remainder of that tour, to the protection of the regulations under which they accepted the overseas assignment.

SECTION 2. An employee nearing the end of a tour of duty outside the contiguous United States shall notify the Employer not less than ninety (90) nor more than one hundred twenty (120) calendar days prior to the end of that tour of his/her decision regarding the exercise of his/her return rights. An employee's request to exercise return rights must be accompanied by a current SF-171.

SECTION 3. Employees exercising return rights to the contiguous United States shall be given a list of existing vacancies for which they are qualified within Aviation Standards National Field Office and the employee must make a choice from the position(s) thus offered. This shall be the position to which he/she is returned.

SECTION 4. The Employer will advise the employee of his/her specific assignment at least thirty (30) calendar days prior to the expiration of his/her current tour.

SECTION 5. If an appropriate position is not available within the Aviation Standards National Field Office, the employee may remain overseas until an appropriate vacancy occurs, provided such an arrangement is satisfactory to the employee, the overseas organization, and the parent organization.

SECTION 6. The pay grade at which an employee returns from an overseas tour, or tours, is in accordance with applicable directives.

SECTION 7. A full written explanation shall be provided to an employee upon his/her request, if his/her tour of duty is terminated before its expiration.

SECTION 8. Home leave for eligible employees will accrue and be granted in accordance with applicable laws and regulations. Employees will be briefed an eligibility for home leave.

## ARTICLE 24

### TRAVEL EXPENSES FOR INTERVIEWS

SECTION 1. If the Employer determines that interviews are required in filling a bargaining unit position, travel expenses incidental to these interviews will be paid in accordance with current travel regulations.

SECTION 2. The Employer shall treat all referred employees the same throughout the selection process. Interviews will be conducted in accordance with FAA/DOT directives.

## ARTICLE 25

### TEMPORARY DUTY ASSIGNMENTS

SECTION 1. Selection of personnel for temporary nontraining assignments shall be accomplished in accordance with the requirements of the job to be done. These assignments shall be made on an equitable basis, subject to job requirements and employee qualifications.

SECTION 2. An employee employed within the contiguous 48 states who travels on temporary duty within the contiguous 48 states upon request will be authorized one (1) round trip to the employee's regular duty station at the employers expense each ten (10) workdays of continuous TDY. Such travel will be on the employee's own time.

SECTION 3. Nothing in this Article shall apply to employees who are permanently assigned to duty stations outside the contiguous 48 states, employees traveling in a temporary duty outside the contiguous 48 states, or travel under Article 26.

SECTION 4. Section 2 of this Article does not apply to travel performed under Article 75, Flight Schedule, as routine domestic scheduling of itineraries is for a one (1) week period. Both parties recognize the need for occasional itineraries that exceed one (1) week in duration. Nothing in this Article precludes the establishment of experimental schedules to gather data and determine the impact of new technology, equipment, or personnel practices. A change to the current practice of routinely scheduling one (1) week itineraries will not be implemented without notification to the Union and negotiations in accordance with Public Law 95-454.

SECTION 5. International itineraries as they apply to the ATL FIFO and the Frankfurt FIFO shall be negotiated by the parties at the local level.



## ARTICLE 26

### FAA TECHNICAL TRAINING TRAVEL

SECTION 1. The Employer agrees that, when an employee (if employed in the contiguous 48 states) is issued a travel order to attend the FAA Academy for courses more than fifteen (15) class days, the employee shall be authorized to travel by privately owned vehicle (POV). Such travel shall be deemed to be advantageous to the Government. Privately owned vehicle travel expenses to and from the FAA Academy shall be paid at the rate applicable to such travel as prescribed by agency-wide directives. Payment for local mileage is not authorized.

SECTION 2. An employee, otherwise entitled to POV under Section I of this Article, may elect to use common air carrier for travel to and from the Academy, and use of a rental vehicle on a flat-rate basis while at the Academy. No extra charge for miles driven will be paid. Allowable reimbursement shall not exceed authorized mileage and per diem expenses which would have been incurred had the employee traveled by POV to and from the Academy. Such travel shall be deemed to be advantageous to the Government. Rental cars shall be obtained from the GSA supply contract when practicable. The cost of common air carrier, plus rental car costs, may not exceed the constructive cost of POV.

SECTION 3. An employee assigned to a duty location outside the 48 contiguous states who is assigned FAA Academy training will be authorized transportation by commercial air carrier to and from the Academy. In addition, any such employee who is issued a travel order to attend the FAA Academy for courses more than fifteen (15) class days will be authorized the use of rental car on a flat rate basis. The maximum entitlement under this Section shall be determined by constructive cost procedures based on POV advantageous to the Government from the designated port of entry to the Academy and return, minus the cost of round-trip airfare between the employee's duty location and the Academy. Local mileage is not authorized.

SECTION 4. To the maximum extent practicable, the FAA shall schedule the time to be spent by an employee in a travel away from their official duty station within the regularly scheduled workweek of the employee. When travel must be accomplished outside the employee's regularly scheduled tour of duty, and the employee cannot be compensated, the Employer shall record their reasons for scheduling travel during nonduty hours and shall furnish a copy to the employee upon their request. Employees will be compensated for any travel that is compensable under agency-wide directives.

SECTION 5. The Employer will authorize an employee traveling by common carrier to attend the FAA Academy for more than fifteen (15) class days an excess baggage allowance of two (2) additional bags.

SECTION 6. All travel and per diem to the FAA Academy will be administered uniformly in accordance with nationally developed regulations and the provisions of this agreement and will not be locally supplemented.

SECTION 7. The Employer has determined that a unit employee's efficiency and productivity will be enhanced if permitted to return to their home during extended training at the FAA Academy or out-of-agency technical training. Therefore; an employee attending a course or consecutive courses of more than thirty (30) actual class days shall be allowed one round trip to their home station during that period. The travel must be accomplished during the employee's regularly scheduled off-duty time and may not be taken in conjunction with annual or sick leave. Subsequent travel will be allowed in the same fashion for every additional thirty (30) class days of the same temporary duty assignment. The computation of class days under this Section, and this Section only, shall include holidays.

SECTION 8. The Employer recognizes the need for local transportation for employees assigned to out-of-agency technical training, therefore; the use of rental car at the training site will be authorized where appropriate. Rental cars shall be obtained from the GSA Supply Contract when practicable.

## ARTICLE 27

### ON-THE-JOB TRAINING

SECTION 1. On-the-job (OJT) training is a planned training activity which provides the employee with work-related experience.

SECTION 2. Assignments to provide OJT shall be rotated on an equitable basis among those employees who are selected to perform the work, consistent with operational and training requirements and taking into consideration the relative skills and knowledge of the participants.

SECTION 3. The AVN on-the-job training program shall be conducted in accordance with applicable FAA directives.

SECTION 4. The Employer agrees to provide the Union with a quarterly update by name and location of bargaining unit members who have been selected and determined qualified to conduct OJT. The stated goal is to qualify all bargaining unit members whose position description requires they provide training.

## ARTICLE 28

### SHIFT ADJUSTMENT FOR EDUCATION

SECTION 1. The Employer shall continue the policy that shift adjustments for the purpose of continuing an employee's off duty education or professional training, shall be handled on an individual basis. However; no employee may receive shift preference at the expense of another unless both employees agree to the arrangement. The employee requesting the shift adjustment shall be responsible for obtaining the consent of all other employees affected. The rearrangement of shifts shall not result in additional personnel cost to the agency.

SECTION 2. Employees engaged in off-duty education or professional training shall be entitled to all benefits as provided by applicable law and regulation provided the agency has agreed in advance to pay for such non-Governmental training.

## ARTICLE 29

### TRAINING

SECTION 1. Management determines individual training methods and needs and whether required training will be resident, on-the-job, computer-based, individual study. Employees will be given the opportunity to receive training in a fair and equitable manner without regard to race, color, sex, religion, national origin, or age.

SECTION 2. When a management official determines that training is required for current job performance or to meet the maintenance requirements of new equipment, those employees whose duties require, or will require the training, will be given consideration for the training. In considering and selecting employees for particular types of training, management will be guided by the following factors:

- a. Established training prerequisites
- b. Employee job qualifications.
- c. Employee career development needs.
- d. Employee availability.
- e. Facility operational needs.

In the event all other factors are equal, FAA/CAA seniority will be used to make the selection.

SECTION 3. The Employer shall notify employees selected for training as far in advance as possible and will consider the employee's request for attendance at another time. The Employer shall normally notify the employee seventy-five (75) days prior to the starting date of formal training. When seventy-five (75) days notice is not given and more than one equally qualified candidate is available for selection, candidates may ask to be excused provided the facility quota is filled and management intends to train more than one candidate. However, an employee who is

given less than twenty (20) calendar days' notice of assignment to a training course of more than two (2) consecutive weeks' duration will have the right to refuse to attend that particular course or courses if an equally qualified candidate is available for selection.

SECTION 4. It is recognized that training may be impacted by the environment in which it is accomplished. Therefore, management will endeavor to provide an environment conducive to the learning process.

SECTION 5. Management will make a reasonable effort to assure that employees enrolled in job required computer-based instruction (CBI) training will be relieved of other duties while directly engaged in the training.

SECTION 6. Employees shall be provided fourteen (14) days notice before a CBI course is scheduled to begin.

SECTION 7. In the event an employee has begun a CBI lesson and there is a substantial interruption caused by CBI equipment failure or assignment to other work, the employee will be entitled to restart the lesson.

SECTION 8. Annual leave of five (5) days or more which has been approved and scheduled in advance shall not be canceled to accommodate attendance at a training course unless the employee agrees to cancel the leave.

## ARTICLE 30

### NATIONAL TRAINING ADVISORY COMMITTEE

SECTION 1. If the Employer establishes a training advisory committee it shall be composed of management officials and an equal number of bargaining unit employees. The Union shall appoint the bargaining unit members. Members of the committee shall be on official time. Travel and per diem will be authorized for up to three (3) bargaining unit members.

## ARTICLE 31

### OFFICIAL TIME FOR REQUIRED DIRECTED STUDY

SECTION 1. The Parties recognize that Directed Study, both required and voluntary, should result in either improved employee performance or increased employee ability or, ideally, both. Therefore, supervisors shall allow personnel voluntarily participating in agency Directed Study courses to devote a maximum of ten (10) hours per month of official duty time to the study of these courses, provided operational and staffing requirements permit.

SECTION 2. When directed by job requirements, and in accordance with agency training directives, the Employer will determine the amount of time required to complete the study.

## ARTICLE 32

### WAGES

SECTION 1. Employees shall be paid in accordance with applicable laws.

SECTION 2. The provisions of Section I apply to, but are not limited to, the following: basic rate of pay; overtime pay; night differential; Sunday premium pay; holiday pay.

SECTION 3. Eligible employees shall earn a premium of twenty-five (25) percent of their basic rate of pay for each hour of regularly scheduled Sunday work which is not overtime work and which is not in excess of eight (8) hours. If the employee is on leave for those hours which actually fall on Sunday, he/she is not eligible for the premium pay.

SECTION 4. Night premium for GS employees at the rate of 10 percent of basic pay will be paid for regularly scheduled work performed by eligible employees between the hours of 6 p.m. and 6 a.m. Payment of night differential continues for regularly scheduled night hours when an employee is absent due to a holiday or other non-work day and when travel is performed during the night hours of his/her regularly scheduled tour of duty. Night differential continues during short periods of paid leave but only if the total amount of leave (including both night and day hours) taken during the pay period is less than eight (8) hours.

SECTION 5. If an employee does not receive his/her salary check on the regular delivery date, he/she may advise his/her supervisor who will promptly notify the payroll office, and otherwise assist him/her in tracing the check or obtaining a substitute check. The payroll office shall give

priority assistance to lost check cases and shall inform the employee as soon as possible of the status of the search or reissuance.

SECTION 6. W-2 Forms, Wage and Tax Statements, shall be distributed to bargaining unit employees as promptly as possible after January 1 of each year.

## ARTICLE 33

### OVERTIME

SECTION 1. Employees who are required to work overtime will be compensated in accordance with applicable laws and regulations.

SECTION 2. The Employer agrees to make every reasonable effort to distribute overtime equitably among qualified and available employees, consistent with the special skills and abilities necessary for the work to be performed. Adequate records of overtime will be maintained by the Employer and will be available to the Union and employees upon request.

SECTION 3. An employee scheduled to work overtime may secure as replacement and, provided the replacement is qualified and acceptable to the supervisor, the employee will be relieved of the assignment. If the employee is unable to secure a replacement acceptable to the supervisor, the employee will work the overtime.

SECTION 4. An employee who performs unscheduled callback overtime work shall be paid a minimum of two (2) hours overtime pay.

SECTION 5. Annual leave may be granted to any employee if operational requirements permit, whether or not overtime work is being performed at the time.

SECTION 6. The Employer agrees to make every reasonable effort consistent with operational needs to avoid situations involving callback overtime or from requiring employees to work overtime on their regularly scheduled days off.

SECTION 7. In the assignment of overtime, the Employer agrees to provide an employee with as much advance notice as the situation permits.



## **ARTICLE 34**

### **FLSA AMENDMENTS**

**SECTION 1.** Fair Labor Standards Act (FLSA) Amendments of 1974 (Public Law 93-259) extends coverage to all nonexempt members of the bargaining unit.

**SECTION 2.** When a nonexempt employee has entitlement under both FLSA and Title 5, U.S.C., the employee shall be paid under whichever statute provides the greater benefit.

**SECTION 3.** Overtime paid under the provisions of the FLSA is not subject to the aggregate salary limitations otherwise imposed under 5 U.S.C. 5547.

**SECTION 4.**

A. Compensatory time off cannot be substituted for overtime pay for regularly scheduled overtime work.

B. If an employee has any entitlement to overtime pay under FLSA at the end of the workweek, the Employer cannot require the employee to take compensatory time instead of overtime pay.

**SECTION 5.** All nonexempt members of the unit are entitled to the expanded benefits pertaining to travel time as “hours of work” under FLSA provided they meet the specific criteria of the law and OPM regulations.

**SECTION 6.** In matters relating to overtime entitlement under the FLSA, as amended, the compliance and complaint system of the OPM shall be the procedure followed. Complaints under this Article are not subject to the negotiated grievance procedure.

## **ARTICLE 35**

### **COMPENSATION**

**SECTION 1.** Provided all legal, regulatory and administrative requirements have been met, promotions to positions within the unit shall be effected on the beginning of the first full pay period after the employee is selected for the grade or status change. The Employer shall insure that the administrative requirements are consistently administered and the Human Resources Management Division is advised sufficiently in advance to accomplish the promotion action to meet this requirement.

**SECTION 2.** Except where specifically precluded by law or regulations, such as in the case of statutory salary/pay increases, when an employee becomes entitled to two (2) salary/pay benefits at the same time, the changes shall be effected in the order which provides the maximum salary/pay benefit to the employee.

**SECTION 3.** An employee who is promoted to a higher-grade position at a different facility will be promoted when he/she enters on duty in the new position, provided he/she meets time-in-grade requirements.

**SECTION 4.** Promotion of developmental employees shall be effective on the beginning of the first full pay period after the employee meets regulatory and administrative requirements, including job performance, and is recommended for promotion by his/her supervisor.

**SECTION 5.** When it has been determined that, through administrative error or oversight, the employee is denied benefits or pay to which he/she is otherwise entitled, or has been given more benefits or pay than the employee is entitled to, adjustments of said benefits shall be made as quickly as possible, in accordance with applicable law and regulation.

## **ARTICLE 36**

### **GRADE AND PAY RETENTION**

**SECTION 1.** If an employee who is placed in a lower grade position is entitled to grade and pay retention, it will be administered under 5 U.S.C. 5361-5366 and implementing regulations of the Office of Personnel Management.

## **ARTICLE 37**

### **RETIREMENT AND BENEFITS**

**SECTION 1.** The Employer recognizes its obligation to inform employees of the bargaining unit of the benefits for which they may be eligible, and to assist them in initiating claims for these benefits. The Employer agrees to take affirmative action to fulfill this obligation through such means as presenting videotape briefings, supplying brochures, pamphlets, other appropriate information and assisting employees in filing benefit claims.

**SECTION 2.** The Employer shall ensure that FAA personnel actions related to the death of an employee are processed promptly so that there is no loss of benefits or undue delay.

**SECTION 3.** The Employer shall provide a retirement planning program to be made available annually in which all employees, with no more than three-(3) years service remaining prior to their eligibility, may voluntarily participate during duty time. It may include, but is not limited to, individual counseling, assistance, information, and materials.

**SECTION 4.** The Employer shall notify the next of kin promptly of benefits to which they may be entitled and assist them in filing an appropriate claim therefore. To the extent possible, the Employer shall make every effort to have a representative visit with a deceased employee's next of kin.

**SECTION 5.** A copy of brochures and pamphlets referred to in Section I shall be provided to the national and regional offices of the Union.

**SECTION 6.** The Employer agrees to inform employees during the Annual Health Benefit Plan "Open Season" of their right to enroll in a plan, change options within a plan, or change to a different plan.

**SECTION 7.** The Employer shall assure that the most recent version of the following brochures and forms are provided to new employees, and are available upon request to all employees:

- a. SF-2809-A, The Federal Employees Health Benefits Program;
- b. Enrollment Information Guide and Plan Comparison Chart;
- c. Brochures on both government-wide plans, including the applicable Fee Schedule Folder which accompanies the Service Benefit Plan Brochure;;
- d. Any brochures they may request on plans sponsored by employee organizations;
- c. Brochures of all comprehensive plans serving the area in which the employee is located.

## **ARTICLE 38**

### **PERFORMANCE AWARDS PROGRAM**

**SECTION 1.** The Employer agrees that quality step increases, special achievement awards, or other awards based entirely upon job performance, shall be used exclusively for rewarding employees for the performance of assigned duties, including OJT duties. This program shall not be used to discriminate among employees or to effect favoritism.

**SECTION 2.** The Employer shall notify the appropriate Union representative in writing when a bargaining unit employee receives an award.

## **ARTICLE 39**

### **UNION BENEFITS**

**SECTION 1.** In the event the Union enters into any agreement establishing a service or benefit, employee allotments of pay shall be authorized to the limit established by Treasury regulations.

## **ARTICLE 40**

### **EMPLOYEE ASSISTANCE PROGRAM**

**SECTION 1.** The Employer recognizes its obligation to fully inform employees of all current Employee Assistance Programs by publicizing them annually. When an employee requests assistance under existing programs, the Employer shall make every reasonable effort to assist the employee in obtaining the service.

**SECTION 2.** At least once annually, the Employer will brief regional Union representatives on existing Employee Assistance Programs.

## **ARTICLE 41**

### **HOLIDAYS**

**SECTION 1.** The following are legal public holidays

New Year's Day.....January 1

Martin Luther King's birthday.....Third Monday in January

President's Day.....Third Monday in February

Memorial Day.....Last Monday in May

Independence Day.....July 4

Labor Day.....First Monday in September

Columbus Day.....Second Monday in October

Veterans Day.....November 11

Thanksgiving Day.....Fourth Thursday in November

Christmas Day.....December 25

Any other legally declared Federal holiday applicable to facilities in the bargaining unit.

**SECTION 2.** When a holiday falls on an employee's regular day off, the following days shall be observed in lieu of the actual holidays:

	<i>When Actual</i>	<i>Days Observed</i>
<i>Scheduled</i>	<i>Holiday</i>	<i>lot Lieu of the</i>
<i>DaysOff</i>	<i>Falls On</i>	<i>Actual holiday</i>
Saturday-Sunday	Saturday	Preceding Friday
Sunday		Following Monday
Sunday-Monday	Sunday	Following Tuesday
Monday		Preceding Saturday
Monday-Tuesday	Monday	Following Wednesday
Tuesday		Preceding Sunday
Tuesday-Wed.	Tuesday	Following Thursday.
	Wednesday	Preceding Monday
Wed.-Thursday	Wednesday	Following Friday
	Thursday	Preceding Tuesday
Thursday-Friday	Thursday	Following Saturday
Friday		Preceding Wednesday
Friday-Saturday	Friday	Following Sunday
	Saturday	Preceding Thursday

**SECTION 3.** To the extent that operational requirements permit, employees scheduled to work on actual established legal holidays or days observed in lieu of such holidays shall be given such days off if they so request.

## **ARTICLE 42**

### **ANNUAL LEAVE**

**SECTION 1.** Annual leave shall be available for vacation purposes to each eligible employee to take at least two (2) consecutive weeks leave during the year except when longer periods can be provided at the local level. This leave shall not be canceled or rescheduled except for unusual operational requirements or at the request of the employee. Unless otherwise agreed upon at the local level by the Parties, employees will submit their requests before February 1. and the schedule will be posted by March 1 of the calendar year.

**SECTION 2.** The Employer recognizes the desirability of granting annual leave during prime vacation time and will schedule each employee who desires it, two (2) consecutive weeks of leave during prime vacation time periods in the manner specified in Section 1 of this Article. The provisions of this section do not apply to employees previously scheduled for training during the prime vacation time periods.

**SECTION 3.** The local Union representative shall establish prime vacation time periods; however, the time periods must be long enough to accommodate all leave requests for that period at each location, unless otherwise agreed to at the local level by the Parties.

**SECTION 4.** When it is necessary to restrict the number of employees granted leave at a particular location during any particular time period, the employee who has the greatest length of FAA/CAA service will be given preference for the desired period. However, the Parties at the local level are free to establish any other method for resolving conflicting vacation leave requests.

**SECTION 5.** Employees may be authorized the use of the leave that they are entitled to earn within a leave year at any time during that leave year.

**SECTION 6.** Accrued annual leave may be carried over to the next leave year in accordance with applicable law and Office of Personnel Management regulations.

**SECTION 7.** Requests for leave due to illness in the employee's family shall be given priority consideration and shall be granted unless unusual operational requirements will not permit it to be granted.

**SECTION 8.** It is the responsibility of the employee and the Employer to plan leave in a manner so as to avoid loss of leave at the end of the leave year.

**SECTION 9.** When an employee requests annual leave other than that posted on the March 1 schedule, the employee shall be given a decision on the leave in a reasonable amount of time.



## **ARTICLE 43**

### **SICK LEAVE**

**SECTION 1.** Employees earn and are granted sick leave in accordance with applicable laws and regulations.

**SECTION 2.** Available sick leave shall be approved for an employee who is incapacitated for the performance of his/her duties. Sick leave for medical, dental, or optical examination or treatment shall be granted provided it is requested in advance and the employee can be spared from work. Under circumstances involving a contagious disease which requires isolation, quarantine, or restriction of movement of a member of an employee's immediate family, sick leave is warranted if the employee is required to care for the patient or his/her presence at work might endanger the health of his/her coworkers. Requests for unanticipated sick leave shall be made as soon as possible, but usually within one (1) hour after the employee's scheduled starting time. If the degree of ill or injury prohibits compliance with the one-(1) hour limit, the employee will notify his/her supervisor as soon as possible.

**SECTION 3.** There shall be no sick leave counseling based on an established number of sick leave hours used.

**SECTION 4.** The employee shall notify the Employer of his/her request for sick leave and the nature of his/her illness if known. An employee shall not be required to furnish a medical certificate to substantiate a request for sick leave of four (4) days or less. An employee shall be required to furnish a medical certificate for absences of more than four (4) workdays, except that this requirement may be waived by the Employer in individual cases. If a physician was not consulted, a signed statement from the employee giving the facts about the absence, the treatment used, and the reasons for not having a physician's statement may be accepted as supporting evidence by the supervisor.

**SECTION 5.** In individual cases, where there is just and sufficient cause to believe the employee may be abusing sick leave, the employee shall be advised in writing of the reasons a medical certificate may be required for each subsequent absence. If just cause continues to exist, an employee may be given advance written notice that he/she will be required for a period of time, not to exceed six (6) months, to furnish a certificate. When it has been determined by the Employer that the requirement is no longer necessary, the employee shall be notified and the previous notice(s) shall be removed from the records.

**SECTION 6.** An employee who, because of illness, is released from duty, shall not be required to furnish a medical certificate for the day released from duty.

**SECTION 7.** Whenever an employee's request for sick leave is disapproved, he/she will be given a signed written reason therefore, if he/she so requests.

**SECTION 8.** Request for sick leave and individual sick leave records shall not be available or distributed as general information or publicized.

**SECTION 9.** Normal sick leave usage will not be a factor for promotion, discipline, or other personnel action.

**SECTION 10.** Each employee shall be entitled to an advance of thirty-(30) day's sick leave for serious disability or ailment except when:

- a. It is known that he/she does not intend to return to duty or when available information indicates that his/her return is only a remote possibility;
- b. He/she is absent because a member of his/her family has a contagious disease;
- c. He/she filed or the agency has filed an application for disability retirement;
- d. He/she has signified his/her intention of resigning for disability.

The absence because of illness must be for a period of two (2) or more consecutive workdays, but the actual advance of sick leave may be for any part of the total absence.

## **ARTICLE 44**

### **MATERNITY/PATERNITY LEAVE**

**SECTION 1.** Maternity benefits now provided by FAA remain in force and the employee may choose how and in what order such absence will be recorded - sick leave, annual leave, or leave without pay - to the extent that she has available annual and sick leave time. The grant of annual leave in this Section is dependent upon the employee's intent to return to duty.

**SECTION 2.** Leave without pay not to exceed one (1) year shall, if operational requirements permit, be granted to employees to care for their newborn infant. Employees on leave without pay under this Article may be recalled to duty upon thirty-(30) day's notice.

## **ARTICLE 45**

### **JURY DUTY AND COURT LEAVE**

**SECTION 1.** Performance of jury duty is considered a basic civic responsibility of all employees of the agency. Although temporary loss of the employee's service may impair operating capabilities, the employee's civic duty is of overriding importance.

**SECTION 2.** An employee on court leave shall be entitled to the same premium pay he/she would have received had he/she worked his/her regular shift. Employees assigned to night duty shall be granted court leave on the days on which court duty is to be performed when attendance in court would cause them to lose time needed for rest.

**SECTION 3.** At the request of an employee who has been granted court leave, his/her regular days off shall be changed to coincide with his/her jury service regular days off. This change of the employee's regular days off shall not entitle the employee to receive pay in excess of that authorized for his/her rescheduled tour of duty.

**SECTION 4.** When an employee is summoned as a witness in a judicial proceeding to testify in a nonofficial capacity on behalf of a state or local government, he/she is entitled to court leave during the time he/she is absent as a witness. When an employee is summoned or assigned by the agency to testify in a nonofficial capacity on behalf of the United States Government or the Government of the District of Columbia, he/she is in an official duty status as distinguished from a leave status, and is entitled to his/her regular pay. An employee who is summoned and appears as a witness in a nonofficial capacity on behalf of a private party, in connection with any judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party is entitled to court leave.

## **ARTICLE 46**

### **EXCUSED ABSENCE - UNION MEETINGS**

**SECTION 1.** Local facility and/or principle representatives shall be granted annual leave or leave without pay at their option to attend regular Union meetings, as operational requirements permit.

**SECTION 2.** Other employees who attend Union meetings shall be granted annual leave or leave without pay at their option, as operational requirements permit.

**SECTION 3.** Union delegates, alternates, and national committee members shall be granted annual leave or leave without pay, at their option, to attend the national convention of the Union. If an individual named above is the only employee available possessing certain skills, the Employer reserves the right not to release him/her for attendance. Leave requests shall be filed at least forty-five (45) days in advance of the convention.

**SECTION 4.** Union representatives or their designees may be granted excused absence for short periods of time, ordinarily not to exceed eight (8) hours at a time, to receive information, briefings, or orientation by the Union or Employer relative to the Federal Labor Relations Program. Determinations as to whether these sessions are of mutual benefit shall be made after the Union submits an agenda to the Division Manager. Normally, no individual shall be granted more than one period of excused absence under this section in any period of twelve (12) consecutive months. Resolution of whether an individual can be spared from duty shall be made by the Employer based solely on operational requirements.

**SECTION 5.** Each principle representative, one located at each FIFO represented and AVN Headquarters Division, will be granted, on a one-time basis, eight (8) hours of official time to receive orientation on the contents of this agreement. In the event the principle representative is permanently replaced, his/her successor shall likewise be granted eight (8) hours of excused absence to receive orientation on the contents of this agreement. The Employer shall not be responsible for the travel and per diem nor any other expenses associated with this orientation. The time for the orientation shall be scheduled by mutual agreement between the Parties.

## **ARTICLE 47**

### **SICK LEAVE CONVERSION**

**SECTION 1.** Approved absence otherwise chargeable to sick leave may be charged to annual leave if requested by the employee before the time the employee has exercised the right to have sick leave charged for an absence and approved by the agency.

**SECTION 2.** Substitution of annual leave for sick leave previously granted may not be made retroactively, except for the liquidation of advanced sick leave, and even then only when the substitution is made before the time the annual leave would otherwise have been forfeited and the agency, if requested, would have granted time off for leave purposes.

## **ARTICLE 48**

### **ABSENCE FOR SPECIAL CIRCUMSTANCES**

**SECTION 1.** Administrative leave is an excused absence from duty administratively authorized without loss of pay and without charge to leave.

**SECTION 2.** The types of absences included in this Article are those which have been provided by law, regulation, White House memoranda, and other situations recognized by the Comptroller General as being appropriate for excused absence for brief periods of time. Decisions regarding the approval of excused absence will be made by those officials and/or supervisors authorized to do so.

**SECTION 3.** With respect to hazardous weather or other emergency conditions, the Parties agree that:

- a. Employees are expected to make every practicable effort to report for duty.
- b. Before an excused absence is granted, it must be established by the Employer that the reason for absence actually prevents the employee working, or arriving at work.
- c. Excused absence should be coordinated so far as practicable with the release of employees from other Federal agencies in the vicinity.
- d. In making the determination to grant excused absence, the Employer should consider current meteorological information, state and local police reports, and other available legitimate sources of information.
- e. When the Employer determines that hazardous weather conditions exist, employees that can be spared from duty will be granted excused absence.
- f. When it becomes necessary to close an office because of hazardous weather or other emergency conditions and to grant excused absence, reasonable efforts will be made by private or public media to inform affected employees.

g. In the event of a bomb threat or when the Employer determines that a similar hazardous condition exists at a facility, affected employees will be immediately released or reassigned to another facility, on a temporary basis, until it is determined that the hazardous condition no longer exists.

**SECTION 4.** Employees who volunteer to donate blood to blood donor centers or local hospitals may be excused from duty for a period of not more than four (4) hours.

**SECTION 5.** The Parties agree that where voting polls are not open for three (3) hours before or after working hours, an employee may be granted an amount of excused absence which will permit him/her to report for work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

**SECTION 6.** For other special circumstances, the granting of excused absence is governed by applicable law and regulation. A supervisor may grant excused absence for brief periods of tardiness.

**SECTION 7.** In the event of a death in the employee's immediate family, annual leave shall be granted. The amount of leave will depend upon the circumstances in each individual case. Immediate family is defined as father, mother, brother, sister, spouse, child of the employee, father-in-law, mother-in-law, and relatives permanently residing in the employee's household or with whom the employee permanently resides.

**SECTION 8.** Requests for annual leave to observe a special religious holiday or the employee's birthday shall be granted if operational requirements permit.

## **ARTICLE 49**

### **PER DIEM**

**SECTION 1.** Before an employee is required to travel on official business, he/she shall be granted an advance of funds, if he/she so requests. The amount of the advance of funds shall be based on existing GSA, DOT, and FAA-wide regulations in effect at the time the travel is performed.

**SECTION 2.** In order to prevent an undue financial burden upon the employee, travel vouchers submitted under annual travel orders shall be processed for Treasury payment as promptly as possible in accordance with time limits prescribed in the applicable agency directive. In the case of a questionable item or items on a submitted travel voucher, that amount may be withheld by the paying office, pending clarification, but the balance of the claim is to be paid promptly. In the case of a questionable item or items on a submitted travel voucher, the employee shall be notified of the amount and the reason for questioning the item or items, and when the item or items are clarified.

**SECTION 3.** All matters not specified above, relating to temporary assignments and associated per diem, shall be governed by FAA-wide regulations.

**SECTION 4.** Employees operating on annual travel orders will be provided existing documents quarterly which reflect the advances and vouchers that have been received and processed by the Accounting office.

## **ARTICLE 50**

### **SHIFT SCHEDULES**

**SECTION 1.** This Article applies to employees other than those working nonrotating administrative workweeks and those employees covered by Article 75 of this Agreement. The parties recognize that some employees working nonrotating administrative workweeks are subject to short notice changes in their assignments. To the extent circumstances permit, the Employer will attempt to provide fourteen (14) days notice of a change in assignment.

**SECTION 2.** The basic shift schedule is defined as the days of the week, hours of the day, rotation of shifts, and change in regular days off. Assignments of individual employees to the shift schedule are not considered changes to the basic shift schedule. The Employer at the local level will notify the local Union representative in advance of changing the basic schedule. At the Union's request, a meeting shall be arranged within a reasonable time following notification by the Employer and the Parties will attempt to reach an agreement that satisfies both Parties. The Employer agrees to fully consider the representatives views and recommendations insofar as they do not directly relate to the Employer's rights to determine the number, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty; do not in the opinion of the Employer substantially increase the cost of overtime or premium pay; do not affect hours of operational coverage; and do not otherwise interfere with the exercise of any reserved management rights under 5 U.S.C.7106. Absent a timely request by the representative to meet as specified in this section, the Employer may implement the change as proposed.

**SECTION 3.** In the event that the Union requests a change to a basic shift schedule, a meeting shall be arranged, within a reasonable time, following notification by the Union. The Employer agrees to fully consider the Union views and recommendations.

**SECTION 4.** Assignments of individual employees to the shift schedule shall be posted at least fourteen (14) days in advance. The Employer recognizes that changes of individual assignments to the shift schedule are undesirable, therefore, the Employer agrees to make every reasonable effort to avoid such changes. If circumstances arise which will require a change to the posted schedule, the Employer shall give legitimate consideration to the following alternatives prior to making the change;

- a. Overtime;
- b. Personnel on detail assignments;
- c. Line supervisors or staff;
- d. Rescheduling of training.

**SECTION 5.** The Employer shall approve the exchange of shifts and/or days off by employees of equal, required qualifications and/or certifications, provided the exchange is consistent with operational requirements, does not result in overtime, an increase in premium pay costs, or a violation of the basic workweek.



**SECTION 6.** The basic shift schedule will cover at least a one-year period and will be posted at least sixty (60) days prior to the beginning of the period. This sixty (60) day period may be reduced by mutual agreement.

## **ARTICLE 5I**

### **WORKING HOURS**

**SECTION 1.** The normal workday shall consist of eight (8) hours, exclusive of designated meal periods, and the normal workweek shall consist of five consecutive workdays followed by two (2) consecutive days off.

**SECTION 2.** Working hours will not normally be scheduled for more than five (5) consecutive days within the administrative workweek. The Parties recognize that special conditions exist in unique work situations which may require variations from normal workday and/or workweek, however, daily schedules shall not be adjusted to avoid the payment of overtime. Flexible starting times for established shifts may be approved by the Employer at the local level for employees eligible to participate in this program provided the Employer is satisfied operational coverage is not affected or additional premium-pay incurred. The starting time for an individual employee must be approved in advance and must be the same time each day for at least one (1) week period unless the Employer agrees to a shorter period to meet local requirements. The Employer retains the prerogatives to discontinue flexible starting times.

**SECTION 3.** When changing to daylight savings time, employees be afforded an opportunity to remain on duty for eight (8) hours.

**SECTION 4.** Within ninety (90) days of the effective date of this agreement, the Parties shall establish a committee to explore the feasibility of adopting a work schedule of four (4) consecutive 10-hour days in Flight Inspection Field Offices represented by the Union. The report of the committee shall be submitted to the Director, Aviation Standards National Field Office and the President of PASS.

**SECTION 5.** The committee shall consist of three participants appointed by each party. All participants shall be in a duty status if otherwise in a duty status, including travel time. Travel and per diem expenses shall be borne by each party for its participants.

## **ARTICLE 52**

### **OCCUPATIONAL SAFETY AND HEALTH**

**SECTION 1.** The Employer recognizes its responsibility to assure it complies with the provisions and requirements of the Occupational Safety and Health Act, Executive Order 12196, U.S. Department of labor (DOL) Regulations, and DOT Occupational Safety and Health Programs directives that apply to agency facilities.

**SECTION 2.** The Employer shall make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate in these efforts and encourage employees to observe all safety rules and to use all the appropriate protective equipment and safeguards.

**SECTION 3.** Occupational safety and health committees shall be established at AVN Headquarters and field offices. The committees will include a member designated by the Union and may include bargaining unit members designated by the Union, not to exceed the number of management officials on the committee. The Employer shall appoint the chairperson. Members of safety committees will be on official time; however, in no event will overtime payment or compensatory time be authorized.

**SECTION 4.** The established committees will meet quarterly unless otherwise agreed to by the Parties. Prior to adjournment, each committee will set its next meeting date. The function of the safety committees will be to review the operation of safety programs, review formal safety suggestions, review reports of lost time accidents, and to actively encourage safety awareness in all employees. Each committee will deliberate regarding these and other safety matters which come to its attention. The field office committee will forward to the FIFO manager and to the designated AVN safety officer its recommendations relative to matters concerning occupational health and safety. Within thirty (30) days following receipt of the committee's recommendations, the manager will respond, in writing to the committee chairperson regarding the action taken on each recommendation.

**SECTION 5.** The Employer shall arrange formal first aid training, including wherever possible instructions for cardiopulmonary resuscitation (CPR). As a minimum, the training should be sufficient to insure that at least one person at each location and on each aircrew is qualified to administer first aid and wherever possible CPR.

**SECTION 6.** The Employer shall establish some basic principles and management techniques for the operation and the maintenance of vehicles that will provide adequate transportation for official use requirements. Employees operating motor vehicles will do so in a safe and prudent manner. Employees shall report any unsafe operating conditions.

**SECTION 7.** During safety inspections of facilities at a particular location, the Union will be afforded the opportunity to have a representative from the location present during the inspection. The Union representative will be on official time, if otherwise in a duty status. At the post inspection conference, the Employer and/or the Union may make recommendations regarding the findings of the inspection and the working conditions.

**SECTION 8.** Safety equipment and protective clothing shall be provided by the Employer when such items are required for the safe and successful accomplishment of the work involved. It is the employee's responsibility to properly use safety and clothing items supplied by the Employer. In determining safety and protective items required, the Employer will be guided by agency directives and recommendations of the safety committee.

**SECTION 9.** At each location, the Employer shall review fire safety procedures with employees and provide training in the operation of fire extinguishers and other safety equipment pertinent to that location. Plans shall be made for the emergency evacuation of manned buildings and facilities. This plan shall include emergency escape route procedures and procedures to account for all employees after emergency evacuation.

**SECTION 10.** The Employer shall provide personal protective equipment for employees attending out-of-agency training when the employees are required by the agency conducting the training to wear such protective equipment. In those instances where the employees' normal prescription eyeglasses do not meet the safety requirements of the training facility, the Employer will bear the cost of replacement eyewear but not for the eye examination.

**SECTION 11.** Safety and First Aid kits shall be maintained at appropriate facilities in accordance with FAA Occupational Safety and Health directives.

**SECTION 12.** The Employer agrees that it is not intended that employees be exposed to hazardous conditions beyond requirements imposed by the inherent nature of the job. Such conditions shall be regulated by the current FAA Order on Safety. Under certain conditions, however; the presence of an observer may required. This determination shall be made by the Employer after assessing the situation with the employee. One of the prime functions of the local safety committee shall be to evaluate reports regarding hazardous conditions and to make corrective recommendations to the Employer.

The corrective recommendations may include but are not necessarily limited to:

- a. Employee awareness of his/her job hazards and how to avoid them (e.g., proper use of safety equipment and devices);
- b. Provision of needed safety equipment and protective devices;
- c. Stress on the importance of adequate reports regarding unsafe practices and injuries;
- d. Identification of hazardous, or potentially hazardous conditions;
- e. number of employees required to perform the work in a safe manner.

## **ARTICLE 53**

### **HAZARDOUS/ENVIRONMENTAL PAY**

**SECTION 1.** Both General Schedule and Wage Grade employees who perform duty-involving exposure to hazardous or physical hardships shall be paid hazardous/environmental pay differential in accordance with applicable laws and regulations.

## **ARTICLE 54**

### **ASSIGNMENT OF TEMPORARILY DISABLED EMPLOYEES**

**SECTION 1.** An employee recuperating from illness or injury and temporarily unable to perform the duties of his/her assigned position may submit a written request to his/her supervisor for temporary assignment to productive duties commensurate with the disability and the employee's qualifications.

**SECTION 2.** The employee shall provide a medical certificate signed by a licensed/registered practicing physician, or other practitioner, attesting to the probable length of the employee's disability.

**SECTION 3.** The supervisor shall consider the employee for an appropriate productive assignment if available. Such assignments, if granted, shall not be for more than six (6) months in duration unless mutually agreed to by the Employer and the employee.

## **ARTICLE 55**

### **PERSONNEL RECORDS AND OFFICIAL PERSONNEL FOLDER**

**SECTION 1.** Official Personnel Folders will be maintained in accordance with applicable laws and regulations. Only information authorized by law or regulation will be maintained in the Official Personnel Folder.

**SECTION 2.** Each employee or his/her personal representative designated in writing will, upon request, be provided a copy or photocopy of any document contained in his/her Official Personnel Folder, with the exception of records restricted by law or regulation.

**SECTION 3.** No information contained in an employee's Official Personnel Folder which is not available to the employee or his/her representative for inspection will be made available to any unauthorized person for inspection or photocopy. Such information will be made available to any authorized person only for official use.

**SECTION 4.** Upon an employee's written request, his/her folder and its contents shall be forwarded to his/her facility, except for that material restricted by Law or Office of Personnel Management regulation. This shall normally be accomplished within thirty (30) days of the receipt of the request, except when the folder is needed elsewhere for official agency business.

**SECTION 5.** The employee shall be permitted to examine his/her folder as forwarded to the facility, in the presence of a management official.

**SECTION 6.**

a. Records, notes, or diaries maintained by a supervisor with regard to his/her work unit or employees are merely extensions of the supervisor's memory, and may be retained or discarded at the supervisor's discretion. Such notes are not subject to the provision of the Privacy Act.

b. When such records, notes, or diaries are used as a basis to support:

(1) A performance evaluation of marginal or unacceptable; or

(2) The denial of a career ladder promotion;

(3) The denial of a within-grade increase; or

(4) Disciplinary or adverse actions;

A copy of the material relied upon to support the action will be provided to the employee with the proposal for their use in responding to the proposed action.

c. If an employee is shown a note, record, or diary as part of the administrative process, he/she may submit a written response.

**SECTION 7.** The employee card (SF-7B) shall be optional at each facility. Any reference to a letter or reprimand which has been removed from the OPF must be expunged from the employee record card. The information recorded on the SF-7B is subject to the requirements in Section 6b above.

## **ARTICLE 56**

### **CHILD CARE CENTERS**

**SECTION 1.** The Parties recognize that employees may have special child care needs while attending resident training at the FAA Academy and the need for these employees to secure adequate child care arrangements.

**SECTION 2.** The Employer agrees to publish available lists of child care centers as an attachment to Notice 3000.31(X), Student Housing Information. The Employer assumes no responsibility as to the quality of service, certification (state, county, or city, etc.) or reliability of the listed child care centers.

**SECTION 3.** Both parties agree that it is the employee's responsibility for selection and individual arrangements concerning childcare centers.



## **ARTICLE 57**

### **IMMUNITY AND WHISTLEBLOWER PROGRAM**

**SECTION 1.** The Employer agrees that employees shall be protected against reprisal for the lawful disclosure of information which the employee reasonably believes evidences:

- a. A violation of any law, rule, or regulation,
- b. Mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

**SECTION 2.** Employees are not protected against the disclosure of classified information or records covered by the Privacy Act.

## **ARTICLE 58**

### **PARKING**

**SECTION 1.** The Employer will provide adequate employee parking accommodations at FAA owned or leased locations where FAA controls parking and bargaining unit employees report for duty. This space will be made available to employees in the bargaining unit equitably, excluding spaces reserved for Government cars, visitors, and employees with bona fide physical handicaps. At other locations the Employer will endeavor to provide parking equal to that provided other non-FAA employees similarly situated.

**SECTION 2.** At parking facilities under control of FAA, the Employer shall establish procedures, which will allow employees to enter and exit freely without requiring them to wait unreasonably.

**SECTION 3.** A national officer of the Union who visits AVN shall, by prior notice, be provided a parking space adjacent to the Airmen Records Building at the Aeronautical Center. Such notice will be made no later than 2 p.m. of the preceding day of the visit to insure a space can be made available.

## **ARTICLE 59**

### **DRESS CODE**

**SECTION 1.** Members of the bargaining unit shall groom and attire themselves in a neat, clean manner appropriate to the conduct of the Government business.

## **ARTICLE 60**

### **CAFETERIAS, LUNCHROOMS, READY ROOMS**

**SECTION 1.** The Union shall have the right to have a member on the cafeteria committee where such a committee exists or is established, and participate in accordance with applicable law or regulation.

**SECTION 2.** The Employer shall endeavor to provide a lunchroom or ready room furnished in an appropriate manner where space availability permits.

## **ARTICLE 61**

### **PERSONAL PROPERTY CLAIM**

**SECTION 1.** Employees may make claims for damage to or loss of personal property resulting from incidents related to their performance of duties.

**SECTION 2.** The Employer agrees to assist a claimant in the proper filing of any such claim.

## **ARTICLE 62**

### **SPECIAL MILITARY OPERATIONS PROGRAM**

**SECTION 1.** Employees in the bargaining unit working at military installations shall be covered by this agreement.

**SECTION 2.** The Union's national, regional, and local officers as well as the employee's representative shall have access to facilities where bargaining unit employees are assigned, within the constraints of military security requirements. If the employee is not allowed, due to security, to meet Union officers and/or representatives at his/her assigned facility, the Employer shall endeavor to provide a suitable location nearby where such a meeting may take place, on employee non-work time.

## **ARTICLE 63**

### **MEDICAL CERTIFICATIONS**

**SECTION 1.** The Employer shall not require psychological testing as a part of any recurring physical examination. Nothing in this Article precludes the Employer from requiring psychological testing and a case-by-case basis whenever the Federal Air Surgeon or his designee may determine that such examination is necessary.

**SECTION 2.** The Employer agrees that waivers to the medical certificate shall be granted on purely medical determinations.

**SECTION 3.** All medical examinations required by the Employer shall be scheduled on duty time and employees shall be reimbursed for mileage expenses and parking fees in accordance with applicable regulations.

**SECTION 4.** Medical examinations shall be conducted in accordance with agency prescribed medical standards.

**SECTION 5.** The Employer agrees to make a reasonable effort to avoid scheduling employees to serve as aircrew members on the same day the individual undergoes a required physical.

## **ARTICLE 64**

### **USE OF EMPLOYER'S FACILITIES AND SUPPORT**

**SECTION 1.** The Employer shall provide bulletin board space for the posting of Union material at facilities where employees regularly report within the unit. This shall apply even if none of the employees at the facility are members of the Union. At facilities where space is adequate for separate bulletin boards, the Union shall be granted a separate bulletin board. There shall be no restrictions on the content of publications or announcements placed on the Union's bulletin boards by the Union. Posted materials will not be removed by the Employer. The Parties recognize that the posting of scurrilous and inflammatory material is prohibited. Materials shall be posted during nonwork time.

**SECTION 2.** The Employer shall approve the Union's use of facility space at no cost to the Union for periodic meetings in the unit, provided the space requested is available and the use of the space does not interfere with operational/training requirements of the facility. These meetings shall take place during the nonduty hours of the employees involved.

**SECTION 3.** When a Union representative is excused from duty to carry out his/her responsibilities assigned by this agreement, the Employer shall make a reasonable effort to provide meeting space that will protect the confidentiality of any discussion.

**SECTION 4.** A Union representative may place literature in the existing mail slot/boxes of bargaining unit employees during nonduty time of the representative.

**SECTION 5.** In facilities where suitable shelf space is available in nonwork areas, the Union shall be permitted to use such shelf space as a library for Union acquired publications.

**SECTION 6.** In facilities where unused suitable space is available in nonwork areas, the Union shall be permitted to use such space as a central location for the placement of a file cabinet or other similar container. File cabinets or other similar containers may be made available by the employer. Any Union supplied equipment shall be subject to the approval of the Employer in terms of its suitability from the standpoint of decor. The Employer shall furnish the Union a desk at each location, provided an unused desk is available. The Employer reserves the right to withdraw from such arrangements whenever space or equipment is required.

**SECTION 7.** The Employer agrees to provide reasonable access to an available FTS telephone or Government leased lines where applicable to be used for discussion of grievances arising under this agreement. Where FTS or Government leased lines are not available, access shall be for local use only.

**SECTION 8** Within thirty (30) days of the Union's request, the Employer shall furnish to the Union, at the national, regional, or local level a listing by facility of the name, classification, and grade of each employee covered by this agreement. The Employer shall comply with up to two (2) such requests for each facility within any twelve-(12) month period. In addition, the facility manager shall notify the Union's principle facility representative within fifteen (15) days whenever an employee is hired or transferred, reassigned, or resigns, retires, or dies.

**SECTION 9.** Where a demonstrated need exists and funding allows, the Employer shall provide lockable lockers for unit employees to be located near their work areas.

**SECTION 10.** The Union will be granted the use of facility space provided space is available for ballot box elections and referenda during the nonduty hours of the employees involved.

**SECTION 11.** The Employer shall furnish the Union with an acceptable mail receptacle at the location where mail is initially delivered to the FAA. Mail shall be placed in the receptacle as soon as practicable. The Employer assumes no other responsibility for such mail.

## **ARTICLE 65**

### **FAA/DOT ORDERS AND DIRECTIVES**

**SECTION 1.** The employer shall keep current all DOT and FAA regulations, directives, and orders that affect bargaining unit employees.

**SECTION 2.** The designated Union official shall be provided a copy of AVN and Aeronautical Center orders, notices, and supplements, which relate to personnel policies, practices, and working conditions of employees in the bargaining unit.

**SECTION 3.** Agency directives maintained at a field office or a branch office shall be available to the Union representative at those locations during the office hours of those facilities. No official time or travel will be authorized for representatives to review these directives other than the official time authorized in Article 6, Section 7.

**SECTION 4.** The designate Union official may request to be placed on the distribution list for FAA publications other than those listed in Sections I and 2 above. Such a request will be in writing and will be honored to the extent such documents are available.

**SECTION 5.** The Employer will provide one (1) copy of the Federal Personnel Manual to the Office of the Region II Vice President.

## **ARTICLE 66**

### **TECHNICAL DATA AND DIRECTIVES**

**SECTION 1.** Whenever possible the Employer shall provide a complete set of current manuals for all equipment to be readily available to bargaining unit members according to the appropriate work situation. The Employer will provide appropriate data; however, the designated employee has the responsibility to insure subject manuals are updates.

## **ARTICLE 67**

### **INTERNATIONAL TRAVEL**

**SECTION 1.** Travel and per diem for international travel will be in accordance with FAA-wide regulations which allows for the maximum payment under GSA guidelines.

**SECTION 2.** The Employer recognizes the inequity of travel regulations as they apply to flightcrews assigned to an international itinerary. Therefore, the Employer agrees to seek relief for these employees.

## **ARTICLE 69**

### **DUES WITHHOLDING**

**SECTION 1.** Pursuant to Section 7115 of the Federal Service Labor-Management Relations Statute, deductions for the payment of Union dues shall be made from the pay of members in the unit who voluntarily request such dues deductions.

**SECTION 2.** The Union shall be responsible for purchasing Standard Form 1187, Request for Payroll Deductions for Labor Organizations. The Union shall also be responsible for the proper completion and certification of the forms and transmitting them to the appropriate payroll-processing center.

**SECTION 3.** A member who desires to have his/her dues deducted from his/her pay must complete the appropriate portion of Standard Form 1187, and have the appropriate section completed and signed by an authorized official of the Union who will forward it to the appropriate payroll processing center. The form must be received in the payroll office at least four (4) days prior to the beginning of the pay period in which the deduction is to begin.

**SECTION 4.** The Union agrees to give prompt, written notification to the appropriate payroll office in the event an employee having dues deducted is suspended or expelled from membership in the Union, so that the employee allotment can be terminated.

**SECTION 5.** An employee who has authorized the withholding of Union dues may request revocation of such authorization by completion and submission of Standard Form 1188 to the appropriate payroll processing center, provided the employee has been on dues withholding for one (1) year. Upon receipt of a revocation form, which has been properly completed and signed by an employee, the payroll office shall discontinue the withholding of dues from the employee's pay effective with the first full pay period beginning after March 1. There shall be only one revocation period in each year. The payroll office shall notify the Union in writing of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.

**SECTION 6.** The amount of national dues to be withheld under this Article shall be the regular dues of the member as specified on the member's SF-1187, or as certified by the Union if the amount of regular dues has been changed as provided in Section 7 of this Article. A deduction of regular national dues shall be made every pay period from the pay of an employee who has requested such allotment for dues. It is agreed that no deduction for dues shall be made in any pay period for which the employee's net earnings after other deductions are insufficient to cover full amount of dues.

**SECTION 7.** If the amount of regular national dues is changed by the Union, the Union will notify the Director, Office of Labor Relations, in writing and will certify as to the new amount of regular national dues to be deducted each pay period. New SF-1187 authorization forms will not be required. Changes in the amount of Union dues for payroll deduction purposes shall not be made more frequently than once in a twelve-(12) month period. The amount of dues for WG employees shall be adjusted effective the first full pay period after a change in prevailing rate.



**SECTION 8.** The issuance of a check for the total amount of dues deducted each pay period shall be authorized by the appropriate payroll-processing center. The check shall be made payable to PASS and mailed to: Suite 840, 444 North Capitol Street, NW., Washington, D.C 20001, not later than ten (10) working days after the close of each pay period. With each check, the Union shall be provided with a list showing the names of employees, the amount deducted for dues for each employee, and the amount remitted by the accompanying check. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the Union. When conditions of the Administrative Errors Act are met, bargaining unit employees shall not be liable for administrative errors. The Union shall notify the Director of Labor Relations of any change in the mailing address above.

**SECTION 9.** All deductions of dues provided for in this Article shall be automatically terminated upon the permanent separation of an employee from the bargaining unit. The Employer shall be responsible for notifying the appropriate servicing payroll processing center when one of these actions occur.

**SECTION 10.** Dues deductions for payment of local dues under the terms and conditions contained in this Article for the withholding of national dues are also authorized. Local Union dues to be deducted each regular pay period shall be determined by the Local. A separate SF-1187 must be submitted to authorize such deduction. If the amount of regular local Union dues is changed by the local Union under the terms contained in the agreement, the local Union will notify the chief of the servicing accounting division in writing that the amount of local dues had changed and will certify as to the new amount of local dues, to be deducted each regular pay period. The local Union shall be responsible for notifying the chief of the servicing accounting division of the address where check for local Union dues should be sent. Local Union dues shall be automatically terminated upon permanent reassignment of an employee from the facility from which local dues were being deducted.

## **ARTICLE 69**

### **LOCAL/DIVISIONAL RELATIONSHIP**

**SECTION 1.** The Parties have negotiated a comprehensive national agreement that constitutes the entire agreement between them. No separate local supplemental agreements are authorized.

**SECTION 2.** In the event the Employer at the division or local level proposes to change a personnel policy, practice, or matter affecting working conditions not covered by this agreement, the Employer shall provide thirty (30) calendar days advance written notice to the appropriate Union representative. The Union shall, within fifteen (15) calendar days of receipt of the notice, notify the Employer in writing at the appropriate level of its intent to meet to present its views regarding the proposed change. If the Union does not file a timely request for a meeting, the Employer may implement the change as proposed.

**SECTION 3.** In the event the Union timely files a written request for a meeting as provided in Section 2. of this Article, the Parties shall arrange to meet within ten (10) calendar days of the date of the requested to attempt to reach agreement.

**SECTION 4.** If after a good faith effort to reach agreement a dispute still exists, the issue shall be referred within fourteen (14) calendar days to the next appropriate management level. In the case of a dispute concerning a proposed change at the local level, the issue shall be referred to the Employer's division level. In the case of a dispute concerning a proposed change at the division level, the issue shall be referred to the Director, Aviation Standards National Field Office.

**SECTION 5.** Any disputes arising under this Article which are not resolved at the division level or below shall be resolved by the Parties at the national field office level as expeditiously as possible. If after a good faith effort agreement cannot be reached, the Parties are free to pursue whatever course of action is available to them under the Federal Service Labor-Management Relations Statute. Only the National President of the Union and the Director, Aviation Standards National Field Office may enter into an agreement to invoke binding arbitration.

**SECTION 6.** The Parties agree to exert every effort to make this process an effective and productive part of their relationship.

## **ARTICLE 70**

### **NATIONAL FIELD OFFICE RELATIONSHIPS**

**SECTION 1.** In the event the Aviation Standards National Field Office proposed to change an AVN-wide personnel policy, practice, or matter affecting working conditions not covered by this agreement, the Employer shall provide forty-five (45) calendar days advance written notice to the Union President. The President shall within thirty (30) calendar days of receipt of the notice, notify the Director, Aviation Standards National Field Office of its intent to present its views regarding the proposed change. If the Union does not file a timely response, the Employer may implement the change as proposed.

**SECTION 2.** In the event the Union timely files a written request to present their views, the Parties shall arrange to discuss the proposed change within ten (10) calendar days of the date of the request to attempt to reach agreement. Such discussions may be conducted personally or via telephone and each party may elect to use designees who are fully empowered to commit their respective organizations.

**SECTION 3.** If after a good faith effort, agreement cannot be reached, the Parties are free to pursue whatever course of action is available to them under the Federal Service Labor-Management Relations Statute.

## **ARTICLE 71**

### **PUBLICIZING THE AGREEMENT**

**SECTION 1.** The Employer will provide, at no cost to the Union, booklet copies of this agreement, printed in type that can be easily read, to each employee in the bargaining unit. The Employer will also provide a booklet copy to all employees entering the bargaining unit after the effective date.

**SECTION 2.** The Employer will provide one hundred (100) booklets copies to the Union's national office.

## **ARTICLE 72**

### **REOPENER**

**SECTION 1.** In the event legislation or government-wide rules or regulations are enacted which affect any provision of this agreement, the Parties, at the request of the Union, shall reopen that provision and renegotiate.

**SECTION 2.** Any implementing regulations of the Federal Labor Relations Authority affecting a provision of this agreement or the relationship of the Parties shall serve as the basis for the reopening of the agreement to renegotiate the affected provisions.

**SECTION 3.** In the event any law or action of the Government of the United States renders null and void any provisions of the agreement, the remaining provisions of the agreement shall continue in effect for the term of the agreement.

## **ARTICLE 73**

### **EFFECT OF AGREEMENT**

**SECTION 1.** Any provision of this agreement shall be determined a valid exception to and shall supersede any existing agency rules, regulations, orders, and practices which are in conflict with the agreement.

## **ARTICLE 74**

### **DURATION**

**SECTION 1.** This agreement is for a period of three (3) years and shall become effective on the date it is approved by the FAA Administrator or his designee and ratified by the membership of PASS. It shall automatically renew unless either Party gives written notice to the other of its desire to amend or terminate the agreement. The written notice must be given not more than one hundred - five (105) calendar days or not less than sixty (60) calendar days preceding the expiration date of this agreement. Within thirty (30) days after receipt of the written notice, the Parties will meet and begin negotiations. If negotiations are not completed prior to the expiration date, this agreement shall remain in full force and effect until new agreement is reached. If this agreement is automatically extended under the terms of this Article, the policies of DOT and FAA, current at the time of extension, shall be controlling in the event of conflict or incompatibility with the agreement.

## **ARTICLE 75**

### **FLIGHT SCHEDULE**

**SECTION 1.** The Basic Flight Schedule is defined as a long range plan covering a one (1) year period which identifies proposed crewmember assignments by weeks for a period of one (1) year. The basic flight schedule will be posted at least ninety (90) days prior to the beginning of the period.

**SECTION 2.** Permanent assignments to the flight schedule shall be posted at least fourteen (14) days prior to the flight date. The Parties recognize that changes to the posted flight schedule are undesirable; therefore, the Employer agrees to make every reasonable effort to maintain the posted schedule. The Employer shall give bona fide consideration to the following before making a change to the final flight schedule. These items include, but are not limited to:

- a. Supervisors or staff personnel,
- b. Personnel on detail assignments,
- c. Rescheduling of training.

**SECTION 3.** Changes to the posted flight schedule shall be made in a readily identifiable manner and promptly posted. Schedules shall be retained on file for a minimum period of one (1) year and shall be available for review.

**SECTION 4.** The Employer shall approve the exchange of schedule assignments by employees of equal, required qualifications and/or certifications, provided the exchange is consistent with operational requirements, does not result in overtime, an increase in premium pay costs, or a violation of the basic worksheet.

**SECTION 5.** Assignments to the flight schedule shall be made to meet operating requirements and shall not be used to discriminate for or against an individual.

**SECTION 6.** In planning outside activities, seminars, health clinics, etc, the Employer agrees to consider the desires of those on the flight schedule to participate.

**SECTION 7.** In the event of aircraft breakdown and the subsequent return of crewmembers to duty station, the crewmembers shall be compensated in accordance with applicable laws and regulations.

## **APPENDIX I**

### **LETTER OF AGREEMENT**

The Parties agree that the established practices concerning the non-domestic itineraries at the Atlanta FIFO and international itineraries at the Frankfurt FIFO will remain in effect until the requirement of Article 25, Section 5 of the 1988 PASS/AVN Labor-Management Agreement have been met in accordance with Title VII of 5 U.S.C.

## NEGOTIATING TEAM

Johannssen, Howard E.  
President, PASS

Shamahorn, Richard  
Labor Relations Specialist  
Mike Monroney Aeronautical Center

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Special Assistant to the  
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Marlott, Robert J.  
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Flight Inspection Field Office

Mullins, Bobby D.  
Region II Vice President, PASS

Pearsall, John D. Jr.  
Manager, Oklahoma City  
Field Inspection Field Office

Burger, Lenoard E., Jr.  
PASS Representative  
Atlanta FIFO

## SIGNATORIES

Howard E. Johannssen  
President, PASS

John M. Howard  
Director, AVN

This agreement between the Federal Aviation Administration and the Professional Airways System Specialist is approved and is effective as of December 15, 1988.

T. Allen McArtor  
Administrator

Howard E. Johannssen  
President, PASS